

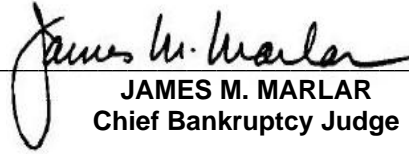


TIFFANY & BOSCO
P.A.

Dated: April 26, 2010

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JAMES M. MARLAR
Chief Bankruptcy Judge

Mark S. Bosco
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Attorneys for Movant

10-07317

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Ernest Bertoldo and Lupe Bertoldo
Debtors.

HSBC Bank USA, National Association as Trustee
for Wells Fargo Asset Securities Corporation,
Mortgage Asset-Backed Pass-Through Certificates
Series 2007-PA3

Movant,

vs.

Ernest Bertoldo and Lupe Bertoldo, Debtors, Trudy
Nowak, Trustee.

Respondents.

No. 4:10-bk-06914-JMM

Chapter 7

ORDER

(Related to Docket #22)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated April 27, 2007 and recorded in the office of the
3 Pima County Recorder wherein HSBC Bank USA, National Association as Trustee for Wells Fargo Asset
4 Securities Corporation, Mortgage Asset-Backed Pass-Through Certificates Series 2007-PA3 is the current
5 beneficiary and Ernest Bertoldo and Lupe Bertoldo have an interest in, further described as:

6 LOT 1, OF PAINTED HILLS RANCH, PIMA COUNTY, ARIZONA, ACCORDING TO THE
7 MAP OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, IN BOOK 52 OF
8 MAPS, PAGE 74.

9 EXCEPT ALL COAL AND OTHER MINERALS AS RESERVED BY THE UNITED STATES
10 OF AMERICA IN DEED BOOK 245, PAGE 62.

11 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
14 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
15 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
17 to which the Debtor may convert.
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